

REMARKS

Reconsideration of this application is respectfully requested in view of the foregoing amendment and the following remarks.

Claims 1, 3-10 and 12-20 remain pending in this application. For the reasons stated below, Applicants respectfully submit that all claims pending in this application are in condition for allowance.

Claims 1, 5, 10 and 14 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Wisner et al. in view of Gongwer in view of Speicher; claims 3-4 and 12-13 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Wisner in view of Gongwer in view of Speicher; claims 6 and 15 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Wisner in view of Gongwer in view of Speicher and further in view of Sauerwine; claims 7-8 and 16-17 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Wisner in view of Gongwer in view of Speicher and further in view of Vigneaux; claims 9 and 18 stand rejection under 35 U.S.C. §103(a) as being unpatentable over Wisner in view of Gongwer in view of Speicher and further in view of Candelore; claim 19 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Sparks in view of Speicher; and claim 20 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Sparks in view of Speicher. These grounds of rejection are respectfully traversed.

The present invention has been explained numerous times in remarks accompanying the several amendments made in response to Office Actions issued in this case. As should be well-understood, the present invention, as recited by claim 1, for example, is related to a method for

obtaining and providing encoded media content over a network. A user, who desires assistance with media encoding, accesses an encoding service over a network, such as the Internet. The user selects a desired type(s) of encoding format(s) from among a plurality of offered encoding formats. The system thereafter encodes the media program files as instructed. Once encoded, the user can further request that the encoded media program file be hosted or, alternatively, made available at least to the user.

Claim 1 recites, specifically, (with emphasis added) receiving over a network a first *request to encode* one or more media program files;

for each media program file to be encoded, *receiving a selection of one or more encoding formats* for encoding the media program file, wherein the *selection is selected from at least a first encoding format* with a first coder/decoder ("CODEC") *and a second encoding format* with a second CODEC that differs from the first CODEC, wherein the first encoding format and the second encoding format can be applied to the media program file, and *wherein the first request and the selection are received from a client that is connected to the network*;

in response to receiving the first request, servicing the first request by automatically generating one or more encoded media files by encoding the media program in the one or more selected encoding formats; and

after encoding the media program in the one or more selected encoding formats,

if the client, in a second request, requests hosting of the one or more encoded media files, automatically hosting the one or more encoded media files on a hosting server, wherein the hosting server is configured to allow selective access by visitors to the one or more encoded media files over the network, as determined by the client,

and if the client does not request hosting of the one or more encoded media files, enabling the client to access the one or more encoded media files without hosting the files for access on a hosting server.

Thus, among other things, claim 1 REQUIRES a **request** and a **selection**, two separate and unique pieces of information that are provided by a same client who is connected to the network, and received and acted upon in accordance with the methodology of the present invention.

The prior art simply does not disclose or suggest, at least the emphasized features outline above. Wiser discloses a secure online music distribution system that provides secure delivery of audio data and related media. The system includes, among other things, a content manager and delivery server, allowing users to obtain encrypted files. Wiser further discloses an authoring tool 102 that is used to facilitate the initial upload of audio data that is stored in a master media data file system 120. Thus, in Wiser, there are two possible candidates for being the “client” as recited in claim 1: a person that uses the authoring tool 102, or a user who is interested in downloading audio from the online music distribution system.

In either case, such a user (or “client” in the language of claim 1) does not both **request** and **select** as is required by the claims. Neither of the possible users in Wiser actually “request” that media be encoded. The system of Wiser automatically encrypts audio, but the user does not “request” encryption. Wiser is simply silent regarding this topic.

More significantly, neither possible user or “client” in Wiser **selects** an encoding format. The users in Wiser have absolutely no control over which encoding formats will be used on any given audio content.

The Office Action cites to col. 10, lines 51-55 of Wiser as allegedly disclosing the foregoing limitations. However, this passage of Wiser merely describes that authoring tool 102 is used by individual artists to create audio, etc. that will be stored in the master media data file system 120 via content manager 112. There is absolutely nothing in this passage that describes, or even remotely suggests, requesting to encode or selecting the format for encoding. Consequently, Wiser, contrary to the position taken in the Office Action, fails to disclose fundamental features recited in the claim 1. And, none of the other prior art of record cures the deficiencies of Wiser outlined herein.

Claim 10 recites substantially similar subject matter and should be allowable for at least the same reasons as explained above.

Claim 19 also recites similar subject matter, but does so from the primary perspective of wanting to have media content hosted. This claim nevertheless still requires requesting encoding and selecting the format for encoding.

For at least these reasons, Applicants strongly urge that the §103 rejections of claims 1, 3-10 and 12-20 be reconsidered and withdrawn.

Applicants also point out that at least dependent claims 6 (and 15) and 9 (and 18) are clearly allowable over the asserted combination of prior art.

Applicants respectfully remind the Examiner that the burden of establishing a prima facie case of obviousness lies with the Patent Office. In re Fine, 5 U.S.P.Q.2d 1596 (Fed. Cir. 1988). To establish a prima facie case of obviousness, there must be (1) some suggestion or motivation (either in the references themselves or in the knowledge generally available to one of ordinary

skill in the art) to modify the reference or to combine reference teachings to achieve the claimed invention, and (2) the prior art must teach or suggest all the claim limitations. MPEP §2143.

Claim 6 recites that an encoding request form, including a mailing bar code, is provided through the user interface. Sauerwine is relied upon for teaching a mailing bar code. However, Sauerwine merely discloses an improved C-fold envelope that happens to include a bar code 136. This reference makes no mention of online services, electronic networks, media encoding, or client requests or selections. In other words, there is absolutely no suggestion or motivation in Sauerwine to use a mailing bar code on a form, provided through a user interface, that is used for shipping media content to be encoded (see Figure 2 of application), or for combining the teachings of Sauerwine with the teachings of the asserted combination of Wiser, Gongwer and Speicher.

Claim 9 recites a purchasing aspect of the present invention. The claim requires that credits are purchased by the end-user and that the pricing of the credits are inversely proportional to a number of credits purchased. See page 17 of the specification. The Office Action cites to Candelore as allegedly teaching this aspect of the claimed invention. However, the cited passages of Candelore merely describe how an account may be debited for a predetermined amount, e.g., \$5.00, each time a pay-per-view program is viewed. These passages have nothing to do with obtaining LOWER pricing per credit, as the number of credits purchased increases (i.e., the pricing is inversely proportional to the number of credits purchased).

Thus, claim 9 is also believed to be clearly patentable over the prior art of record.

In view of the foregoing all of the claims in this case are believed to be in condition for allowance. Should the Examiner have any questions or determine that any further action is

Serial No.: 09/502,627
Art Unit: 2174

Attorney's Docket No.: LET-103 R2
Page 7

desirable to place this application in even better condition for issue, the Examiner is encouraged to telephone applicants' undersigned representative at the number listed below.


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Attachments: None

LDE/dkp

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